



Memorandum of Understanding ("MOU")

between and amongst the

Cook County Continuum of Care ("Cook CoC"), the DuPage County Continuum of Care ("DuPage CoC," and together with Cook CoC, the "CoC's"), DuPage County ("DuPage") and the Alliance to End Homelessness in Suburban Cook County ("ALLIANCE")

Section 1: Purpose

The Homeless Management Information System ("HMIS") is a database platform designed to capture uniform client information over time. The HMIS is essential to efforts to streamline client services and inform public policy. Through HMIS, clients benefit from improved coordination in and between participating agencies within their respective Continuum of Care ("CoC"), informed advocacy efforts, and policies that result in targeted services. Analysis of information and data gathered by HMIS is critical to accurately calculate the size, characteristics, and needs of homeless and at-risk populations, to serve clients appropriately and to conduct systems planning and advocacy.

Each CoC participating in this MOU has an established HMIS project within its own CoC. The CoC's through this MOU will join together to share a single HMIS (also referred to herein as the "shared HMIS," "system," "shared system," "database platform," or "shared implementation"). The sharing of one database platform will allow the CoC's to share software support costs and leverage each other's work—such as custom reporting or implementation of new programs—and to have the option of sharing costs with other CoC's to license and access add-on modules to HMIS. The shared HMIS will allow each CoC to operate and share client data within its own CoC.

ALLIANCE has been designated to manage the technical aspects of the project in this MOU.

The identifying name designated for this shared HMIS project will be "Northeast Illinois HMIS".

Section 2: Agreement

1. ALLIANCE will use commercially reasonable efforts to contract with Bowman Systems LLC ("Bowman Systems"), on behalf of the CoC's, for a single, shared implementation of the Bowman ServicePoint software application, which shall include the Business Objects Enterprise Premium XI / Web Intelligence XI software (such contract or contracts and related arrangements, the "Bowman Agreement"). Such software application, together with all updates, modifications or improvements made thereto and all documentation, materials, and other intellectual property related thereto, is also referred to herein as the "software" or "application software."

2. ALLIANCE will manage the ongoing relationship with Bowman Systems, as well as provide the central application administration tasks necessary for the deployment and ongoing operations of a shared system.
3. The CoC's agree, as a group, to coexist on a shared implementation of the application system, and to share responsibility for oversight of operations within the database platform.
4. Each CoC's responsibility for the expense of software licenses and annual software support for those licenses will be the actual cost incurred based on the number of software user licenses allocated to such CoC.
5. Each CoC's responsibility for the expense of any additional software support fees from Bowman Systems will be a percentage allocation to each CoC based on the number of software user licenses allocated to such CoC as of October 1, 2014 and each subsequent contract year start date.
6. Each CoC's responsibility for the expense of future equipment for the database platform will be a percentage allocation to each CoC based on the number of software user licenses allocated to such CoC at such time of purchase.
7. The CoC's agree to provide the continuum-specific application administration tasks necessary for ongoing operations of the system, and as allowed by the application software.
8. The CoC's retain responsibility for their own strategic HMIS planning. They are ultimately responsible for the deployment of the HMIS within their respective community.
9. Each CoC and its agencies hold in trust any and all data entered into the HMIS on behalf of the clients served with their CoC. Each CoC shall be responsible to ensure that appropriate policies and procedures are in place governing the access, use, security, and dissemination of data stored in the system. No party will use, disclose, or release any Confidential Information (as defined below) of any other party to a third party, except under direction of the CoC responsible for the data in its trust or as otherwise permitted under this MOU.
10. Initial allocation of software user licenses as of October 1, 2014 will be as follows: Cook CoC: 240; DuPage CoC: 160.
11. DuPage shall pay to ALLIANCE the ALLIANCE's and Cook CoC's start-up costs for the period of time beginning June 1, 2014 through September 30, 2014, as reasonably determined by ALLIANCE (the "Start-Up Costs"), which costs shall include: (i) technical work by Bowman Systems to prepare ALLIANCE'S and Cook CoC's HMIS for the shared implementation; (ii) ALLIANCE's HMIS staff salary; and (iii) any other expenses related to leading or coordinating the shared implementation and correctly allocated to DuPage CoC. Startup costs may not exceed \$25,000.
12. DuPage shall pay to ALLIANCE the ALLIANCE's and Cook CoC's ongoing costs for (i) the period of time beginning October 1, 2014 through September 30, 2015, and (ii) each annual period thereafter, in each case as reasonably determined by ALLIANCE (collectively, the "Ongoing Costs"), which ongoing costs shall include ALLIANCE's HMIS staff salary and any other expenses related to leading or coordinating the shared implementation and correctly allocated to DuPage CoC. Ongoing Costs for each individual period specified in (i) and (ii) above may not exceed

\$35,000. For the avoidance of doubt, such limit is not an aggregate limit for all of the Ongoing Costs.

13. ALLIANCE may invoice DuPage for Start-Up Costs and Ongoing Costs any time following the Effective Date. DuPage shall pay to ALLIANCE all Start-Up Costs and Ongoing Costs in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.). Invoices will be accompanied by documentation reasonably acceptable to DuPage to demonstrate that the costs are eligible, attributable to work done under this MOU and correctly allocated to DuPage, in each case in accordance with this MOU.
14. Each party agrees and acknowledges that Bowman Systems will directly bill DuPage for DuPage's and the DuPage CoC's respective shares of any expenses or costs with respect to the software (including those expenses or costs related to software licenses, annual software support for those licenses, and any additional software support, as set forth in Sections 2(4) - 2(5)) or DuPage's or DuPage CoC's access to or use thereof. DuPage shall pay to Bowman Systems all such expenses and costs in accordance with the Bowman Agreement. Neither Cook CoC nor the ALLIANCE shall be responsible for any such costs or expenses and DuPage shall reimburse Cook CoC and ALLIANCE for any payment by either of them to Bowman Systems with respect to any such costs or expenses. DuPage agrees to execute agreements with Bowman Systems reasonably requested by AEH to ensure that DuPage has the ability to pay Bowman Systems directly in accordance with this Section 2(14).
15. Notwithstanding anything to the contrary contained herein, nothing in this MOU shall require ALLIANCE or Cook CoC to breach or default on any provision of the Bowman Agreement.
16. DuPage and DuPage CoC shall maintain current lists of their respective end users, system administrators and agency personnel by name, employer or agency, work address, work telephone number, email, and username, and shall provide the same to ALLIANCE upon ALLIANCE's reasonable request.

Section 3: Roles and Responsibilities

1. Certain Roles and responsibilities of each of the parties in this MOU are attached as Appendix A.

DuPage and DuPage CoC shall at all times comply with: (i) the terms and conditions of the Bowman Agreement (including any End User License Agreements ("EULA") and riders related thereto), *mutatis mutandis*; (ii) all applicable laws, rules and regulations in connection with the use or provision of the software database platform and otherwise in connection with this MOU; and (iii) all ALLIANCE policies and procedures, in each case as amended from time to time. DuPage acknowledges and agrees that it is responsible for all acts and omissions of the DuPage CoC. DuPage shall be solely responsible for its, DuPage CoC's, and their respective end-users' use of and access to the software and database platform and all content of any of DuPage's, DuPage CoC's, ALLIANCE's, or Cook CoC's intranet or world wide web based site or portal related to the software ("Web Sites").
2. Each of the parties agrees that from time to time, at the request of any other party and without further consideration, it shall execute and deliver such other documents and take such other actions as such other party may reasonably request to effectuate the transactions contemplated by this MOU, including reasonable cooperation and assistance in connection with this MOU.

3. Each party, as a receiving party, shall limit access to the Confidential Information of the other parties to only those of its affiliates, employees, agents, consultants and contractors with a "need-to-know" in order, as applicable (i) to perform any of its, his or her duties under this MOU, (ii) to exercise its, his or her rights under this MOU or (iii) to use or access the software and database platform. Each party shall ensure that all of its affiliates, employees, agents, consultants and contractors who may be exposed to the Confidential Information of another party shall comply with this Section 3(3). No party shall use a disclosing party's Confidential Information for its own benefit or the benefit of any entity or person besides such disclosing party without that party's prior consent, except to eliminate duplicate HMIS entries. The confidentiality and non-use obligations in this Section 3 shall survive the expiration or termination of this MOU for any reason. The term "**Confidential Information**" shall mean, with respect to a party: (i) any and all data entered into the HMIS on behalf of the clients served by such party; (ii) the terms of this MOU; and (iii) information or data that is furnished by such party to another party (whether before, on or after the Effective Date) or that a reasonable person would know or reasonably ought to know to be proprietary or confidential. The terms of the Bowman Agreement shall be deemed to be the Confidential Information of the ALLIANCE.

Section 4: Management and Oversight

As collaborators in the shared HMIS, the CoC Coordinators agree to participate or assign an HMIS lead to participate in a regional HMIS governing forum, facilitated by the ALLIANCE, which will meet on a periodic basis to review program status and provide guidance around strategic issues that may arise with the system.

On behalf of the CoC's in this MOU, the ALLIANCE will manage upgrades to the software and will determine how, if any, additional interested CoC's within the northeast Illinois region would be accommodated in the system in the future.

Section 5: Assumptions and Amendments

All parties commit to this MOU with the understanding that these CoC's wish to partake in a shared regional HMIS. This MOU constitutes the entire understanding of the parties hereto as of the Effective Date with respect to the subject matter hereof. Amendments must be made in a written instrument executed by all parties to this MOU. Notwithstanding the foregoing, each party acknowledges and agrees that ALLIANCE may, in its sole discretion, agree to share the implementation of the software with other CoC's.

Section 6: Term and Termination

The term of this MOU will commence on the Effective Date and will continue until terminated in accordance with this Section 6.

In the event that one or more CoC's wish to terminate this MOU, such CoC shall provide 90 days prior written notice to the other parties. Within the first 30 days after the date of such notice, said CoC must negotiate with the remaining partner CoC's and ALLIANCE on the implications of termination.

This MOU will automatically and immediately terminate, with no liability to ALLIANCE or Cook CoC, in

the event that: (i) ALLIANCE is not able to negotiate or consummate the Bowman Agreement, as set forth in Section 2(1), within 120 days after the Effective Date; or (ii) the Bowman Agreement expires or is terminated.

Each of Cook CoC and ALLIANCE, on the one hand, and DuPage CoC and DuPage, on the other hand, may terminate this MOU in the event of a material breach of this MOU by the other party that is not cured within thirty (30) days of such other party's receipt of notice of such breach. ALLIANCE may terminate this MOU immediately upon notice to DuPage in the event of a breach of Section 3.

Each of the parties acknowledges and agrees that in the event of a termination of this MOU, no refund of any Start-Up Costs or Ongoing Costs that have already been invoiced and paid will be provided by ALLIANCE. Each of the parties fully understands that it is liable for its respective portion of the Start-Up Costs or Ongoing Costs, regardless of any such termination. Additionally, in the event of a termination of this MOU, DuPage and DuPage CoC shall: (i) immediately discontinue all use of the software and database platform; and (ii) promptly provide to ALLIANCE a list of all of their respective end users of the software and database platform.

In the event a CoC terminates this MOU and wishes to export a copy of its data to another platform, said CoC is responsible for all costs associated with the data export.

Section 7: Reserved

Section 8: Warranty Disclaimer and Limitation of Liability

ALLIANCE AND COOK COC EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ALLIANCE NOR COOK COC SHALL BE RESPONSIBLE FOR: (I) THE PERFORMANCE (OR DELAY IN PERFORMANCE OR NON-PERFORMANCE) OF THE SOFTWARE OR DATABASE PLATFORM; (II) THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA CONTAINED THEREIN; OR (III) PROGRAMMING ERRORS.

IN NO EVENT SHALL ALLIANCE OR COOK COC BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOST SAVINGS, DELAYS, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS, OR OTHER INTERRUPTIONS) CONNECTED WITH, OR ARISING OR RESULTING FROM, THIS MOU (INCLUDING ANY PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER), EVEN IF SUCH DAMAGES WERE FORESEEABLE OR ALLIANCE OR COOK COC WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS MOU, IN NO EVENT SHALL ALLIANCE'S OR COOK COC'S AGGREGATE LIABILITY UNDER THIS MOU EXCEED THE LESSER OF \$10,000 OR THE TOTAL AMOUNT PAID BY DUPAGE TO ALLIANCE PURSUANT TO THIS MOU DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE APPLICABLE CLAIM AROSE.

Section 9: MISCELLANEOUS

Neither DuPage CoC nor DuPage may assign or delegate this MOU or any of its rights or obligations hereunder without the prior written consent of ALLIANCE, which consent may be withheld in its sole and unfettered discretion. ALLIANCE and Cook CoC may each freely assign or delegate this MOU, or any of their respective rights or obligations hereunder.

If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions of this MOU shall not be affected thereby and shall be binding upon all parties and shall be enforceable, and such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable laws.

The failure by any party to insist upon strict performance of any of the provisions contained in this MOU shall not constitute a waiver of its rights, at law, in equity, or otherwise, or a waiver of any other provisions or subsequent default by any other party in the performance of or compliance with any of the terms and conditions set forth in this MOU. No waiver of any of the provisions of this MOU shall be effective unless it is expressly stated to be a waiver and communicated to the other parties in writing by the waiving party.

Each party shall perform under this MOU as an independent contractor. Nothing in this MOU shall be construed to create: (i) a partnership, joint venture or other joint business arrangement between or among any of the parties; (ii) any fiduciary duty owed by one party to another party; or (iii) a relationship of employer and employee between or among any of the parties. The parties are not joint employers, a single employer, associated employers or related employers for any purpose under this MOU. No party shall have the authority to commit any other party contractually or otherwise to any obligations to third parties.

The internal laws of the State of Illinois (excluding its conflicts of law principles) shall govern this MOU.

The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall," and vice versa.

Section 10: Signatures

The undersigned CoC's and HMIS Lead agency representatives, on behalf of their respective CoC, agree to form and participate in a shared regional HMIS, managed by the ALLIANCE on behalf of each of the individual CoC's.

This MOU will have an effective date of June 1, 2014 (the "Effective Date").

Signature on File

Signature on File _____ 9.24.14
Date
Name _____

Cook County CoC – Alliance Board of Directors

Signature on File

Signature _____ 11/3/14
Date
Name _____ MARY A. KEATINGE

DuPage County Community Services (HMIS Lead for DuPage County CoC)

Signature on File

Signature _____ 11/3/14
Date
Name _____ MARY A. KEATINGE

DuPage County CoC Leadership Committee

Signature on File

Signature _____ 9/23/14
Date

Jennifer Hill
Executive Director

Alliance to End Homelessness in Suburban Cook County (HMIS Lead for Cook County CoC and
Northeast Illinois HMIS Technical Lead Agency)

Appendix A: Roles and Responsibilities

The implementation of a shared, regional HMIS requires the active coordination of regional and Continuum level resources. The following outlines the roles and responsibilities of each of these main levels of administration, which are needed for the successful management of a regional system.

In describing roles and responsibilities, this document does not attempt to spell out a specific headcount requirement on required staffing needed to perform a role. This amount would vary based on the size, complexity, and requirements of the organizations involved. Instead this document focuses on the responsibility of a "team" which, depending on the situation, could be comprised of one or more individuals.

REGIONAL Level

Regional HMIS Governing Forum:

Facilitate collaborative and consensus driven decision making on implementation-wide governance areas

Membership comprised of representatives from:

- *Northeast Illinois HMIS Technical Lead Agency (ALLIANCE)*
- Each partner CoC (ALLIANCE Board & DuPage CoC Leadership)
- HMIS Lead Organization staff members (ALLIANCE & DuPage)

Responsibilities:

1. Regional HMIS Planning and Strategic Activities
 - Proactively plan for future system growth and expansion
 - Plan for utilization of HMIS data in the public sphere
 - Incorporate new members of the Northeast Illinois HMIS
2. Governance Structure
 - Review, update, modify and approve governance documents
 - Enforce regional agreements
 - Maintain organization chart of Governance Structure and general responsibilities
3. Oversight plan--which outlines the minimum standard policies and procedures for Technical Lead Agency, CoC's, HMIS Lead Organizations, Participating Agencies and End Users
 - Minimum standards of security, data quality and privacy
 - HUD regulatory requirements
 - Federal/local legal requirements
4. Regional forum to inform CoC's and HMIS Lead Organizations on the changes to the HMIS
5. Regional Decisions
 - Vendor Changes
 - Standard application configuration and usage

Northeast Illinois HMIS Technical Lead Agency: The Alliance to End Homelessness in Suburban Cook County (ALLIANCE)

Manage the technical aspects of the Northeast Illinois HMIS

The Northeast Illinois HMIS Technical Lead Agency team is responsible for the overall coordination, implementation and execution of the HMIS on behalf of the partner CoC's.

Responsibilities-ALLIANCE shall:

1. Negotiate and sign contract with Bowman Systems on behalf of partner CoC's for a single shared implementation
2. Manage ongoing relationship with Bowman Systems
 - IT/Software case tracking and reporting of errors
 - Updates to system
3. Coordinate funding from the multiple CoC's and manage budget and cash flow in order to ensure the necessary financial resources to cover regional expenses
4. Provide technical assistance to HMIS Lead Organizations; facilitate problem resolution and when necessary, forward issues to Bowman Systems
5. Manage central application administration
 - Overall user license management and allocation
 - System Administrator I and II user licenses (Given only to users as appropriate for system administration and reporting purposes)
 - Overall system provider tree structure and provider naming conventions
 - Maintenance of HUD-dictated picklists
 - Maintenance of HUD-dictated client assessments
 - Creation and posting of system-wide news bulletins
 - Maintenance of other HUD-dictated workflow and system-wide preferences
6. Monitor system usage over time in order to ensure that appropriate capacity planning is in place to proactively plan for future system growth and expansion
7. Ensure system compliance with "Oversight Plan"
8. Ensure technical compliance with federal and local laws and regulations
9. Work with HMIS Lead Organizations to plan and implement the system
10. Work with HMIS Lead Organizations to identify system administration 'specialists' in the following areas including but not limited to: privacy, security, training, ART reporting, program evaluation
11. Develop system-wide reporting; best practices training

CONTINUUM Level

Continua of Care: ALLIANCE Board & DuPage CoC Leadership Committee Oversees HMIS Lead and is primarily responsible for all local HMIS activity

Responsibilities- Each CoC shall:

1. Ensure active representation on Regional Governing Forum
2. Designate and direct HMIS Lead Organization
3. Ensure that appropriate policies and procedures are in place to meet Regional Governing Forum "Oversight Plan" as well as local and federal laws and regulations
4. Facilitate continuum-wide HMIS strategic planning
 - Serve as applicant to HUD for grants to be used for HMIS activities
 - Ensure adequate funding for HMIS Lead Organization, software, hosting and equipment costs. This could include payment to the HMIS Technical Lead Agency for costs associated with their responsibilities on behalf of each CoC, provided such costs are eligible under and documented in accordance with Federal cost principles as established by the Federal Office of Management and Budget.
 - Report outputs
 - Review performance benchmarks

HMIS Lead Organizations: ALLIANCE & DuPage

Guide the local operation of the HMIS implementation within a Continuum of Care

Responsibilities-Each HMIS Lead Organization shall:

1. Implement the system within its CoC following all policies and procedures set forth by the CoC and the Regional Governing Forum
2. Execute HMIS participation agreement with each HMIS participating agency
3. Provide technical assistance within its Continuum
 - Ensure all HMIS users are properly trained including initial training and ongoing outreach and support
 - Facilitate problem resolution when agencies experience difficulties with the software or system
 - Resolve issues locally, whenever possible, and escalate problems to ALLIANCE when necessary
 - Act as a single point of contact between provider agencies within its CoC and ALLIANCE
4. Complete data extraction for all local HUD reports (AHAR, PIT, HIC, APR, CAPER, NOFA, etc.)
5. Pay for actual costs incurred for software, hosting, custom programming and equipment based on the percentage of user licenses plus the actual number of ART licenses
6. Share expertise in developing 'specialists' in reporting and security with other HMIS Lead Organizations within collaborative
7. Perform Continuum-specific application administration tasks
 - Perform initial agency setup and configuration
 - Manage user accounts, logins and passwords for local agency administrators.
 - Audit usage across its CoC and ensure that standard policies and procedures are followed